

In The U.S. District Court Southern
District of Ohio

Marquez B. Perry
✓
plaintiff

Case No: 1:20-CV-30

M.J. Silvain
D.J. Marbley

Warden W.C.I. et al
Defendants

Letter to District
Judge Marbley

Dear Judge Marbley I write this
letter pleading For your help. Your honor
Defendants are not fullfilling the settlement
agreements they Agreed to on Record
Before the Court.

#1) Defendants are not planning to transfer
plaintiff to a prison near Youngstown,
but plan to transfer plaintiff to MANCI
which is not what Defendants Counsel Told

This Court would happen. MANCI is about three hours away from Youngstown and poses a substantial risk to plaintiff's health and safety. This is the very danger plaintiff and Counsel (Mrs Barr) sought to avoid with the non Monetary Demands.

~~#1~~ #2) Plaintiff will not be able to get a prison job because ODRC staff still have same job restrictions as before the settlement. These restrictions are in place until ODRC administration says otherwise.

#3) plaintiff will not be eligible for extra Food Boxes at level 3. (However plaintiff is willing to accept that if the Defendants are

willing to fulfill the other agree upon materials in the settlement.

#4) plaintiff will Not have ODR and the Office of budget Management place ~~\$5,000.00~~ \$5,000.00 on plaintiff's trust account (Books) as they told the Court they would.

Your honor under these circumstances plaintiff will not get not one of his non monetary Demands. Further ^{Defendants do not} ~~plan to~~ ~~plan to~~ plan to "expidite" the Monetary Demand onto plaintiff Books as they told the Court they would. Instead now they plan to Send the Money to one of my

attorneys who I have no contact with and who I have zero contact information for and who I only even spoke to one time when introduce herself. Plaintiff respectfully would rather ODRC do what they told this court they would do which work with the office of budget Management to have the money "expidited" (their word) to plaintiffs prison trust account (Books).

Your honor Defendants promised to send plaintiff to a prison near Youngstown, However at this time plaintiff is scheduled to be transferred to MANCI which poses a substantial Risk to plaintiffs health and

Safety. Plaintiff's initial Demand was to be sent to Toledo as P.C. status or NEOC, For safety reasons plaintiff informed his counsel who informed Defense Counsel that the transfer Demand was mainly about safety concerns. Your Because plaintiff cooperated with several investigations that dealt with this case and plaintiff's Confidential Statements did not remain Confidential he has been repeatedly assaulted by prison gang members who labeled him a snitch. Your plaintiff's assaults by gang members are well documented by ODRC medical staff. The injuries plaintiff has suffered to date are

very extensive and very serious. Plaintiff

Tried to explain to his counsel that the

transfer request needed to be clear due

to his safety concerns. However there seems

to have been a misunderstanding. Defendants

may not be to blame for that. My Counsel

led me to believe that I would be sent

to the requested prison but couldn't state

that for security ~~for~~ reasons. So I

believed that I would be sent to NEORC

when plaintiff agreed to settle.

Defendants did work with ODRC to

have plaintiff sent to T.C.I. However

plaintiff explained to ODRC that this places

plaintiff in a very Dangerous situation because Some of the very gang leaders he is trying to avoid are the same one Controlling T.C.I., as previously stated plaintiff has been assaulted and very seriously injured several Times. Plaintiff has filed for P.C. several Times. Despite the Many assaults P.C. was Denied. Plaintiff has Constitutional right to be free from these ongoing attacks, which also pose Due process interest Because plaintiff could be Deprived of life if these assaults continue, which is why plaintiffs transfer Demand was to go to Toledo P.C. status or NEoCC, where

the hostility from gangs is not as substantial.

Your ^{honor} upon plaintiff informing ODRC of the situation instead of them changing my transfer to 1 of 2 prisons near Youngstown as they told the Court they would and as they settlement agreement says, They instead are sending plaintiff to MANCI, which not one of the prisons agreed upon. Your honor a inmate name Terrell Willis was sent to NEOCC very recently, Sent to NEOCC after 1st Being classed to MANCI So I Doubt ~~that~~ it would be a problem For ODRC to honor this portion of the agreement.

As far as the prison Job ~~for~~ I need

Someone from OPRC to lift the restrictions on having a job off me or else no job. according to thier own staff. plaintiff will also sign paperwork if needed to cover any liability with respect to lifting the job restrictions in place because of RREA,

As far as the Food box. Plaintiff will not be eligoble for a extra Food box as Defendants stated. This is according to thier own staff. However plaintiff is willing to withdraw this Demand if Concerns about his saftey can be addressed.

As far as The \$5,000.00 plaintiff respectfully would like for Defendants to honor

The Commitment they made to place the Money on his Books. Plaintiff Does not understand a need to send the Monies to a attorney that plaintiff has no Contact information For. Said attorney has no way to place the Monies on plaintiffs Books as she is not a approved visiter and even if she were she can only place \$400.00 a month on plaintiffs books. at that rate it would take over a year. Why Create more obstacles when ODRC, and the office of Budget Management Could have The Money placed on my books as they Told the Court they would.

Your I accept the Deal I made

#1) a transfer to prison near Youngstown

#2) Job opportunities at level 3

#3) Food Box opportunities at level 3

#4) \$5,000.00 that would ~~be~~ Be placed

Directly on plaintiffs books From the

office of budget Management

~~You~~ ~~know~~ Your honor as of today

~~Oct~~ Oct-3-2023 Defendants are not

planning to Fulfill these agreements or

are not seeing to it that they are met

as stated to the Court.

I swear under penalty of perjury

The above is true to my knowledge

[Signature] plaintiff

Your honor as stated I have no contact information ~~with~~ For Diane Manashe and I have never spoken to her except when she introduced herself and Also at the 2nd Settlement hearing. I just would like the Court to reopen the Case if needed. I only have contact with abigail Barr and she understands my position and is the only one to communicate with me. I accept her representation because she is the only one I believe has been fighting for my rights. No disrespect to anyone I'm just trying to protect my rights.

Marquez Perry # 560001

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Portsmouth Ohio
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U.S. District Court
100 E. 5th Street Rm 103
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INMATE FREE LETTER

DRC 4052 (8/98)

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